

M/003/0016
Lynn

Fax

To: Lynn Kunzler – UDOGM

From: Bill Bown

Fax: 801-359-3940

Pages: 5

Phone:

Date: 9/1/2016

Re: Bown/ Morris Agreement

CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments:**

Lynn,

Accompanying is the "agreement" between Myself and Dave and Jean Morris with regard to the voluntary forfeiture of the "lease" held by Dove Creek Quarries on the deeded portion at Clarks Basin. For your reference and review.

RECEIVED
SEP 01 2016
DIV. OF OIL, GAS & MINING

AGREEMENT

This agreement is made and entered into by and among William L. Bown, (hereinafter "Bown"), Dove Creek Quarries (hereinafter "Dove Creek"), and David Morris and Jean Morris (hereinafter collectively referred to as "Morris").

Witnesseth

Whereas, Dove Creek and Morris are the successors in interest as lessees to a certain mineral lease executed in 2005 by Bown and Dove Creek and Morris' predecessor in interest; and

Whereas, in consideration of the release of certain obligations by Bown, Dove Creek and Morris desire to release their interest to certain minerals hereinafter described.

Now therefore, in consideration of the mutual covenants, conditions and agreements contained herein and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Mineral Rights.** Bown is the owner of certain mineral rights a portion of which have come into the hands of Dove Creek and Morris through mesne assignment of a certain lease entered into in 2005.
2. **Promissory Note.** The parties agree and acknowledge that as a material part of that lease Dove Creek's and Morris' predecessor executed a certain promissory note in the amount of \$47,230.00.
3. **Past Extraction of Minerals and Royalties.** The parties agree and acknowledge that valuable minerals have been extracted from the leased properties and that no complete and accurate accounting of such extractions or the royalties pertaining thereto have been made.
4. **Termination of Mineral Rights.** Dove Creek and Morris hereby terminate, release and discharge all rights and interests to minerals granted under the lease located in the following described property:

THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF
SECTION 14, TOWNSHIP 13 NORTH, RANGE 16 WEST, IN
BOX ELDER COUNTY, STATE OF UTAH.

5. **Release of Promissory Note.** Bown agrees to release and discharge Dove Creek and Morris from any liability for the promissory note described in paragraph 2 hereof.

6. **Release of Past Liability for Royalties.** Bown further releases Dove Creek and Morris from any liability for past royalties in connection with minerals extracted from the following described property:

THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF
SECTION 14, TOWNSHIP 13 NORTH, RANGE 16 WEST, IN
BOX ELDER COUNTY, STATE OF UTAH.

7. **Future Mineral Extractions.** Bown may, from time to time, allow Dove Creek to extract minerals from the property described in the preceding paragraph on a case-by-case basis on terms agreed to by the parties prior to such extraction.

8. **MISCELLANEOUS PROVISIONS.** The following provisions are also integral parts of this agreement:

a. The headings used in this agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this agreement.

b. This agreement constitutes the entire understanding and agreement between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof.

c. The provisions of this agreement are severable and if any provision hereof be void, unenforceable, or invalid such void, unenforceable, or invalid provision shall not affect any other portion or provision of this agreement.

d. Any waiver by any party hereto of any breach of any kind or character whatsoever by the other party whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this agreement on the part of the other party.

e. This agreement may not be modified except by an instrument in writing signed by the parties hereto.

f. This agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

g. In the event any action or proceeding is brought by either party against the other under this agreement the prevailing party shall be entitled to recover attorney's fees and such amounts as the court may adjudge reasonable.

In witness whereof the parties have executed this Agreement this 24 day of ~~October~~ ^{FEB 2011} 2010. ^{WLB}

William L Bown
WILLIAM L. BOWN

DOVE CREEK QUARRIES

By: David J. Morris

Its: owner

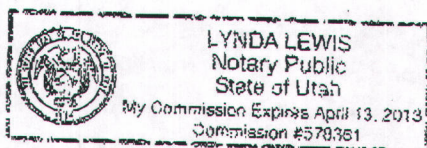
David J. Morris
DAVID MORRIS

Jean M. Morris
JEAN MORRIS

STATE OF UTAH)

COUNTY OF Box Elder) :ss.

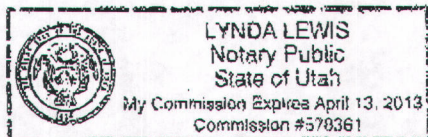
On the 24 day of ~~October~~ ^{FEB 2011} 2010 ^{WLB} personally appeared before me William L. Bown, the signer of the above instrument, who being by me first duly sworn did say: That he is the signer of the foregoing instrument and that he knows the contents thereof, and that the same was signed of his own free act and deed.

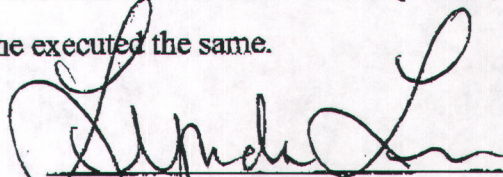


Lynda Lewis
Notary Public

STATE OF UTAH)
COUNTY OF Box Elder) :ss.

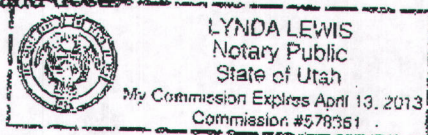
On the 24 day of ~~October~~ ^{Feb 2011 WJB}, 2010 personally appeared before me David Morris the signer of the above instrument, who being by me first duly sworn did say: That he is the Manager of Dove Creek Quarries, that this instrument was signed in behalf of said Dove Creek Quarries, and said David Morris acknowledged to me that said he/she executed the same.

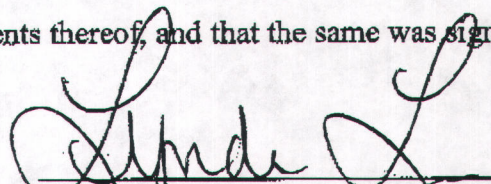



Notary Public

STATE OF UTAH)
COUNTY OF Box Elder) :ss.

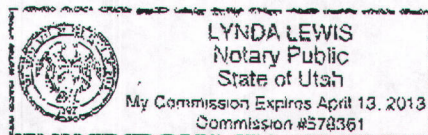
On the 24 th day of ~~October~~ ^{Feb 2011 WJB}, 2010 personally appeared before me David Morris, the signer of the above instrument, who being by me first duly sworn did say: That he is the signer of the foregoing instrument and that he knows the contents thereof, and that the same was signed of his own free act and deed.

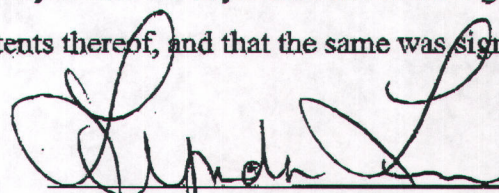



Notary Public

STATE OF UTAH)
COUNTY OF Box Elder) :ss.

On the 24 day of ~~October~~ ^{Feb 2011 WJB}, 2010 personally appeared before me Jean Morris, the signer of the above instrument, who being by me first duly sworn did say: That she is the signer of the foregoing instrument and that she knows the contents thereof, and that the same was signed of her own free act and deed.




Notary Public